

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

KENTUCKY LABORERS DISTRICT COUNCIL)	
HEALTH AND WELFARE TRUST FUND;)	
KENTUCKY LABORERS' JOINT APPRENTICESHIP)	
AND TRAINING TRUST FUND;)	
LABORERS' NATIONAL PENSION FUND; and)	
KENTUCKY LABORERS – EMPLOYERS)	
COOPERATION AND EDUCATION TRUST,)	Case No.: 2:21-cv-816-WED
)	
Plaintiffs,)	
)	
vs.)	
)	
GLOBAL CONTAINMENT SOLUTIONS, LLC,)	
a Louisiana Limited Liability Company,)	
)	
Defendant.)	

**MOTION FOR ENTRY OF DISMISSAL
WITH THE COURT TO RETAIN JURISDICTION TO
ENFORCE THE TERMS OF THE PARTIES' SETTLEMENT AGREEMENT**

The Plaintiffs, the KENTUCKY LABORERS DISTRICT COUNCIL HEALTH AND WELFARE TRUST FUND *et al.* (the “Plaintiffs”), pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, hereby seek a Dismissal with the Court to Retain Jurisdiction to Enforce the Terms of the Parties’ Settlement Agreement, and in support of their motion state as follows:

1. The Parties in this matter reached a Settlement Agreement in March 2022.
2. Pursuant to the Settlement Agreement entered into by and between the Parties in March 2022, the Defendant is obligated to pay monthly installments to the Plaintiffs for a period of eleven (11) months, with the final installment due on February 15, 2023.
3. Failure by the Defendant to comply with its payment obligation shall constitute a breach of the Settlement Agreement.

4. On March 29, 2022, the Plaintiffs submitted a Stipulated Order of Dismissal with the Court to Retain Jurisdiction to Enforce the Terms of the Parties' Settlement Agreement ("Stipulated Order of Dismissal") to the Court's proposed order inbox. (A copy of the Stipulated Order of Dismissal is attached hereto as **Exhibit 1**).
5. In the Stipulated Order of Dismissal, the Parties stipulate to the dismissal of the above-captioned matter without prejudice, and under the authority of *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S. 375, 381-82 (1994), ask this Court to reserve jurisdiction to reinstate the proceedings to enforce certain terms of the Settlement Agreement.
6. In the Stipulated Order of Dismissal, the Parties agreed that they are barred from relitigating any claims raised in this litigation or any claims released by means of the Settlement Agreement.
7. Pursuant to the Stipulated Order of Dismissal, the dismissal without prejudice will automatically convert to a dismissal with prejudice and the Court shall relinquish jurisdiction if a motion to reinstate to enforce settlement is not filed on or before March 15, 2023.
8. Pursuant to the Stipulated Order of Dismissal, in the event a motion to reinstate to enforce settlement is not filed on or before March 15, 2023, each party will bear its own fees and costs.
9. Plaintiffs' counsel has conferred with counsel for Defendant, GLOBAL CONTAINMENT SOLUTIONS, LLC, regarding entry of the Stipulated Order of Dismissal. Defendant's counsel has asked Plaintiffs' counsel to seek entry of the Stipulated Order of Dismissal by the Court.

WHEREFORE, the Plaintiffs respectfully request the Court enter the Stipulated Order of Dismissal with the Court to Retain Jurisdiction to Enforce the Terms of the Parties' Settlement Agreement.

**KENTUCKY LABORERS DISTRICT
COUNCIL HEALTH AND WELFARE
FUND *et al.***

/s/ William M. Blumthal, Jr.
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on today's date, May 9, 2022, he served a copy of the **Motion for Entry of Dismissal with the Court to Retain Jurisdiction to Enforce the Terms of the Parties' Settlement Agreement** on all parties via operation of the Court's CM/ECF electronic filing system.

/s/ William M. Blumthal, Jr.
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